



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

This is the landlord's application made on June 11, 2016 pursuant to the *Residential Tenancy Act* (the Act) to retain one month's rent and the security deposit as insufficient notice to end the tenancy was given and the tenant also owes for damages. I find the landlord's application was filed in time to comply with section 38 of the Act to claim against the deposit. The landlord also applies to recover the filing fee. Both parties were present at the hearing and proof of service of the Application was provided.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant did not give sufficient notice to end his tenancy and also damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced in February 2014, rent is currently \$947 including parking and is payable on the first of the month. A security deposit of \$450 was paid in December 2013. The parties disagreed on the date the tenant vacated. The tenant said he vacated at the end of May and left the keys on the kitchen counter; the landlord said he was still there on June 1, 2015. Both parties said there was discussion about when he might leave. The landlord said he then suddenly said he was leaving in May.

The tenant agreed that he gave no written one month Notice to End the tenancy. He said he had discussed this with the landlord's agent and she said it was fine to leave and he did not need to clean for he would not receive a refund of his security deposit anyway. He contends that he should receive a refund of the rent of \$947 that he paid for June 2015. The agent said that she told him it was fine to leave but she expected him to give the one month notice. The landlord retained \$947 rent for June 2015.

The landlord claims for damages as follows:

\$84 carpet cleaning; invoice provided

\$60 cleaning and cleaning material; invoice provided

\$337.50 for painting and material; invoice provided only for \$262.50. The landlord said they had paid additional monies for the materials but no invoice was provided. The landlord said the unit was painted just before the tenant moved in.

The tenant did not dispute the cleaning costs and provided no other documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Section 45 of the Act provides that a tenant may end a tenancy by giving notice to end the tenancy effective on a date that is not earlier than one month after the landlord receives the notice and is the day before the day in the month that rent is due. I find the weight of the evidence is that the tenant did not sufficient notice to end the tenancy. I find the landlord entitled to retain the \$947 rent that was collected for June 2015.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that this tenant caused the damage as the tenant did not dispute that. I find he agreed he did not clean the unit and made no submissions regarding the painting cost, other than the fact the landlord's invoices did not support the amount claimed. I find the landlord entitled to \$84 for carpet cleaning and \$60 for cleaning and materials. I find the paint in the unit was last painted just before the tenant moved in so the paint was 16 months old when he vacated. The Residential Policy Guideline #40 provides for a useful life for paint of 4 years which is designed to account for reasonable wear and tear. Therefore, I find the landlord entitled

to recover 66% of the proven cost of repainting to compensate for the useful life remaining in the old paint at the end of the tenancy. I find the proven cost is \$262.50 so I find the landlord entitled to recover \$174.99 of this cost. Although the landlord claimed an additional amount for supplies for repainting, I find insufficient evidence to support this additional amount.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to retain a portion of the security deposit with interest to offset the amount owing. I find the landlord is also entitled to retain rent collected of \$947 for June 2015 and to recover filing fees paid for this application.

Calculation of Monetary Award:

Security deposit in trust (no interest 2013-15)	450.00
Deductions from security deposit: carpet cleaning	-84.00
Cleaning	-60.00
Painting	-174.00
Filing fee to landlord	-50.00
Balance: Monetary Order to Tenant	82.00

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 18, 2015

Residential Tenancy Branch

